

Parker	Sabo	Swift
Pastor	Sanders	Synar
Patterson	Sangmeister	Tallon
Payne (NJ)	Sarpalius	Tauzin
Payne (VA)	Savage	Taylor (MS)
Pease	Sawyer	Thomas (GA)
Pelosi	Saxton	Thornton
Perkins	Scheuer	Torres
Peterson (FL)	Schiff	Torricelli
Peterson (MN)	Schroeder	Trafigant
Petri	Schumer	Unsoeld
Pickett	Serrano	Valentine
Pickle	Sharp	Vento
Poshard	Shaw	Visclosky
Price	Sikorski	Volkmer
Rahall	Sisisky	Walsh
Ramstad	Skaggs	Washington
Rangel	Skelton	Waters
Ravenel	Slattery	Waxman
Ray	Slaughter	Weiss
Reed	Smith (FL)	Weldon
Rinaldo	Smith (IA)	Wheat
Roe	Smith (NJ)	Whitten
Roemer	Snowe	Williams
Rogers	Solarz	Wilson
Ros-Lehtinen	Spratt	Wise
Rose	Stallings	Wolpe
Rostenkowski	Stark	Wyden
Rowland	Stokes	Yates
Roybal	Studds	Yatron
Russo	Swett	Young (FL)

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Allard	Hammerschmidt	Oxley
Allen	Hancock	Packard
Archer	Hansen	Paxon
Armey	Hastert	Penny
Baker	Hefley	Porter
Ballenger	Henry	Pursell
Barrett	Herger	Quillen
Bateman	Hobson	Regula
Bereuter	Holloway	Rhodes
Bliley	Hopkins	Ridge
Boehner	Houghton	Riggs
Broomfield	Hunter	Ritter
Bunning	Inhofe	Roberts
Burton	James	Rohrabacher
Callahan	Johnson (CT)	Roth
Camp	Johnson (TX)	Roukema
Chandler	Kasich	Santorum
Clinger	Klug	Schaefer
Coble	Kolbe	Schulze
Coleman (MO)	Kyl	Sensenbrenner
Combest	Lagomarsino	Shays
Cox (CA)	Lent	Shuster
Crane	Lewis (CA)	Skeen
Dannemeyer	Lewis (FL)	Smith (OR)
DeLay	Lightfoot	Smith (TX)
Dickinson	Livingston	Spence
Doolittle	Lowery (CA)	Stearns
Dornan (CA)	Marlenee	Stenholm
Dreier	Martin	Stump
Edwards (OK)	McCandless	Sundquist
Emerson	McCrery	Taylor (NC)
Ewing	McDade	Thomas (CA)
Fawell	McEwen	Thomas (WY)
Fields	McGrath	Upton
Franks (CT)	McMillan (NC)	Vander Jagt
Gallegly	Michel	Vucanovich
Gekas	Miller (OH)	Wolf
Gillmor	Miller (WA)	Young (AK)
Goodling	Molinari	Zeliff
Goss	Moorhead	Zimmer
Gradison	Nichols	
Grandy	Nussle	

NOT VOTING—31

Ackerman	Gaydos	Richardson
Barnard	Gingrich	Solomon
Barton	Hatcher	Staggers
Campbell (CO)	Hoagland	Tanner
Clay	Hyde	Towns
Coughlin	Ireland	Traxler
Cunningham	Kennedy	Walker
DeFazio	Markey	Weber
Dymally	McCollum	Wylie
Fascell	Myers	
Flake	Olin	

So the bill was passed.

On motion of Mr. KILDEE, pursuant to House Resolution 551, the bill of the Senate (S. 2) to promote the achievement of National Education Goals, to measure progress toward such goals, to develop national education standards and voluntary assessments in accordance with such standards and to en-

courage the comprehensive improvement of America's neighborhood public schools to improve student achievement; was taken from the Speaker's table.

When said bill was considered and read twice.

Mr. KILDEE submitted the following amendment, which was agreed to:

Strike out all after the enacting clause and insert the provisions of H.R. 4323, as passed by the House.

The bill, as amended, was ordered to be read a third time, was read a third time by title, and passed.

By unanimous consent, the title was amended so as to read: "An Act to improve education for all students by restructuring the education system in the States."

A motion to reconsider the votes whereby said bill, as amended, was passed and the title was amended was, by unanimous consent, laid on the table.

On motion of Mr. KILDEE, pursuant to House Resolution 551, it was,

Resolved, That the House insist upon its amendments to the foregoing bill and request a conference with the Senate on the disagreeing votes of the two Houses thereon.

Ordered, That the Clerk notify the Senate thereof.

By unanimous consent, H.R. 4323, a similar House bill, was laid on the table.

¶101.13 CLERK TO CORRECT ENGROSSMENT

On motion of Mr. KILDEE, by unanimous consent,

Ordered, That in the engrossment of the foregoing amendments to the Senate bill, the Clerk be authorized to correct section numbers, punctuation, cross references, and to make other technical corrections.

¶101.14 FURTHER MESSAGE FROM THE SENATE

A further message from the Senate by Mr. Hallen, one of its clerks, announced that the Senate had passed with amendments in which the concurrence of the House is requested a bill of the House of the following title:

H.R. 2607. An Act to authorize activities under the Federal Railroad Safety Act of 1970 for fiscal years 1992 and 1993, and for other purposes.

The message also announced that pursuant to Public Law 102-325, the Chair, on behalf of the majority leader, appointed Mr. LAUTENBERG from the Committee on Appropriations and Mr. PELL from the Committee on Labor and Human Resources, as members of the National Commission on the Cost of Higher Education.

¶101.15 PROVIDING FOR THE CONSIDERATION OF H.R. 4706

Mr. DERRICK, by direction of the Committee on Rules, reported (Rept. No. 102-840) the resolution (H. Res. 555) providing for the consideration of the bill (H.R. 4706) to amend the Consumer Product Safety Act to extend the au-

thorization of appropriations under that Act, and for other purposes.

When said resolution and report were referred to the House Calendar and ordered printed.

¶101.16 H.R. 2144—UNFINISHED BUSINESS

The SPEAKER pro tempore, Mr. McNULTY, pursuant to clause 5, rule I, announced the unfinished business to be the motion to suspend the rules and pass the bill (H.R. 2144) to provide restoration of the Federal trust relationship with and assistance to the terminated tribes of California Indians and the individual members thereof; to extend Federal recognition to certain Indian tribes in California; to establish administrative procedures and guidelines to clarify the status of certain Indian tribes in California; to establish a Federal Commission on policies and programs affecting California Indians; and for other purposes; as amended.

The question being put, viva voce, Will the House suspend the rules and pass said bill, as amended?

The SPEAKER pro tempore, Mr. McNULTY, announced that two-thirds of those present had voted in the affirmative.

So, two-thirds of the Members present having voted in favor thereof, the rules were suspended and said joint resolution, as amended, was passed.

By unanimous consent, the title was amended so as to read: "An Act to restore the Federal trust relationship of the United Auburn Indian Community, to establish the Advisory Council on California Indian Policy, and for other purposes."

A motion to reconsider the votes whereby the rules were suspended and said joint resolution, as amended, was passed and the title was amended was, by unanimous consent, laid on the table.

Ordered, That the Clerk request the concurrence of the Senate in said bill.

¶101.17 H.J. RES. 454—UNFINISHED BUSINESS

The SPEAKER pro tempore, Mr. McNULTY, pursuant to clause 5, rule I, announced the further unfinished business to be the motion to suspend the rules and pass the joint resolution (H.J. Res. 454) to provide for the expeditious disclosure of records relevant to the assassination of President John F. Kennedy; as amended.

The question being put, viva voce, Will the House suspend the rules and pass said joint resolution, as amended?

The SPEAKER pro tempore, Mr. McNULTY, announced that two-thirds of those present had voted in the affirmative.

So, two-thirds of the Members present having voted in favor thereof, the rules were suspended and said joint resolution, as amended, was passed.

A motion to reconsider the vote whereby the rules were suspended and said joint resolution, as amended, was passed was, by unanimous consent, laid on the table.

Ordered, That the Clerk request the concurrence of the Senate in said bill.

¶101.18 APPOINTMENT OF CONFEREES—S. 2

The SPEAKER pro tempore, Mr. McNULTY, by unanimous consent, announced the appointment of the following Members as managers on the part of the House to the conference with the Senate on the disagreeing votes of the two Houses on the amendments of the House to the bill of the Senate (S. 2) to promote the achievement of National Education Goals, to measure progress toward such goals, to develop national education standards and voluntary assessments in accordance with such standards and to encourage the comprehensive improvement of America's neighborhood public schools to improve student achievement: Messrs. FORD of Michigan, MILLER of California, KILDEE, WILLIAMS, MARTINEZ, OWENS of New York, HAYES of Illinois, PERKINS, SAWYER, Mes. LOWEY, UNSOELD, Mr. WASHINGTON, Mrs. MINK, Messrs. JEFFERSON, REED, ROEMER, OLVER, PASTOR, GOODLING, PETRI, Mrs. ROUKEMA, Messrs. GUNDERSON, HENRY, Ms. MOLINARI, Messrs. BOEHNER, KLUG, ARMEY, and CUNNINGHAM.

By unanimous consent, the Speaker reserved the authority to make additional appointments of conferees.

Ordered. That the Clerk notify the Senate of the foregoing appointments.

¶101.19 AIRLINE RESERVATION SYSTEM COMPETITION

The SPEAKER pro tempore, Mr. McNULTY, pursuant to House Resolution 541 and rule XXIII, declared the House resolved into the Committee of the Whole House on the state of the Union for the consideration of the bill (H.R. 5466) to amend the Federal Aviation Act of 1958 to enhance competition among air carriers by prohibiting an air carrier who operates a computer reservation system from discriminating against other travel agents which subscribe to the system, and for other purposes.

The SPEAKER pro tempore, Mr. McNULTY, by unanimous consent, designated Mr. SKAGGS as Chairman of the Committee of the Whole; and after some time spent therein,

The SPEAKER pro tempore, Mr. MONTGOMERY, assumed the Chair.

When Mr. HALL of Ohio, Acting Chairman, pursuant to House Resolution 541, reported the bill back to the House with an amendment adopted by the Committee.

The previous question having been ordered by said resolution.

The following amendment, reported from the Committee of the Whole House on the state of the Union, was agreed to:

Strike out all after the enacting clause and insert:

SECTION 1. SHORT TITLE.

This Act may be cited as the "Airline Competition Enhancement Act of 1992".

SEC. 2. COMPUTER RESERVATION SYSTEMS.

(a) IN GENERAL.—Title IV of the Federal Aviation Act of 1958 (49 U.S.C. App. 1371-1389) is further amended by adding at the end the following new section:

"SEC. 420. COMPUTER RESERVATIONS SYSTEMS.

"(a) PROHIBITIONS AGAINST VENDOR DISCRIMINATION.—

"(1) IN GENERAL.—No vendor, in the operation of its computer reservation system, may unjustly discriminate among participants in such system. For purposes of this subsection, unjust discrimination shall include, but not be limited to, practices prohibited by this subsection. A prohibition of a practice for which an effective date is specified in paragraph (2) shall take effect on such date.

"(2) SPECIFIED PROHIBITED CRS OPERATIONAL PRACTICES.—No vendor, in the operation of its computer reservation system, may—

"(A)(i) make available to subscribers an integrated display in which information is ordered or emphasized based upon factors relating to air carrier identity; or

"(ii) supply information from its computer reservations system to any person creating or attempting to create such an integrated display if the vendor knows or has reason to know that such person intends to create or attempt to create such an integrated display; except that the prohibition contained in this clause shall not apply to the extent that the vendor is supplying the information to a subscriber creating, in accordance with the conditions of the exception contained in subsection (c)(1), an integrated display using information from the system;

"(B) make available, after September 30, 1994, to a subscriber any subscriber transaction capability which is more functional, timely, complete, accurate, reliable, secure, or efficient, is easier for the subscriber to use or access, or provides to the subscriber a different level of confirmation of transactions, with respect to one participant than with respect to any other participant; except to the extent that the vendor is offering the other participant the opportunity to participate in such capability at the same price and terms as other participants and the participant has not accepted such offer;

"(C) make available, after September 30, 1994, to a participant any participant transaction capability which is more functional, timely, complete, accurate, reliable, secure, or efficient with respect to one participant than with respect to any other participant; except to the extent that the vendor is offering the other participant the opportunity to participate in such capability at the same price and terms as other participants and the participant has not accepted such offer;

"(D) charge any separate participant fee for, or require compliance with any terms or conditions relating to, the provision of any computer reservation system feature, function, or service which the vendor offers as a separate option to the participant for the purpose of complying with the requirements of this subsection, unless such fee, terms, or conditions are reasonable; or

"(E) directly or indirectly prohibit a subscriber from obtaining or using any other computer reservation system.

"(3) PROHIBITION AGAINST INDUCING DISCRIMINATION.—No vendor or air carrier shall require, or provide any incentives to induce, any subscriber to use information from a computer reservation system to create an integrated display in which information is ordered or emphasized based upon factors relating to air carrier identity.

"(4) USE OF THIRD-PARTY HARDWARE, SOFTWARE, AND DATA BASES.—

"(A) IN GENERAL.—Except on grounds of demonstrated technological incompatibility, no vendor may prohibit or unreasonably restrict, directly or indirectly—

"(i) the interconnection to its computer reservation system equipment of computer hardware or software supplied by a person other than such vendor; or

"(ii) the use by a subscriber, to access directly any other computer reservation system or data base, of hardware and communications lines supplied by any other vendor.

"(B) SPECIFIED PROHIBITIONS.—The practices prohibited by subparagraph (A) include, but are not limited to, the following:

"(i) The imposition of fees in excess of reasonable levels to certify or interconnect third-party equipment or to use equipment supplied by any other vendor to access any other computer reservation system or data base.

"(ii) Undue delays or redundant or unnecessary testing before certifying or interconnecting such equipment or access.

"(iii) The imposition of requirements that subscribers use the vendor's computer reservation system for any minimum number or percentage of the subscriber's bookings.

"(iv) Refusals to provide any services, compensation, or other benefits normally provided subscribers on account of the subscriber's using third-party equipment or the subscriber's using the same equipment for access to both the vendor's computer reservations system and other computer reservation systems and data bases.

"(v) The termination of a subscriber contract because of the subscriber's use of third-party equipment or the use of the same equipment for access to the vendor's computer reservations system and any other computer reservation systems or data bases.

"(5) EXTENSION OF CONTRACT AS CONDITION TO PROVIDING ADDITIONAL SYSTEM COMPONENTS.—No vendor may require, as a condition for providing to a subscriber additional computer reservation system components (including software and enhancements), that the term of the subscriber contract for previously provided system components be extended.

"(6) USE OF SYSTEM IN SALE OF AIR TRANSPORTATION SERVICES.—No vendor may require use of its computer reservation system by the subscriber in any sale by the subscriber of air transportation services of the vendor.

"(7) USE OF SYSTEM AS CONDITION TO COMPENSATION FOR SALE OF SERVICES.—No vendor may require that a subscriber use or subscribe to its computer reservation system as a condition to the receipt of any compensation for the sale of air transportation services by the subscriber.

"(8) CONDITIONAL PRICES.—No vendor may charge prices to subscribers conditioned in whole or in part on the identity of air carriers whose air transportation services are sold by the subscriber.

"(b) SUBSCRIBER CONTRACT RESTRAINTS.—

"(1) TERM OF CONTRACT.—

"(A) GENERAL RULE.—Except as provided in subparagraph (B), no subscriber contract provision shall be enforceable in law or equity after the 180th day following the date of the enactment of this section to the extent that such provision provides for the term of the contract to be more than 3 years.

"(B) GRANDFATHER OF CERTAIN EXISTING CONTRACTS.—This paragraph shall not apply to a contract—

"(i) which is in effect on the date of the enactment of this section,

"(ii) which is for a term of not more than 5 years, and

"(iii) with respect to which all parties to the contract have agreed, in writing, after such date of enactment and before the 180th day following such date of enactment, that the contract will be enforceable, subject to other paragraphs of this subsection, until the last day of its term.

"(2) OTHER PROVISIONS.—No subscriber contract provision shall be enforceable in law or equity to the extent that such provision—

"(A) forms a basis for a claim of actual or liquidated damages by the vendor in the